



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **T-6**

September 15, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**TRAFFIC SIGNAL CONTROL SYSTEM SOFTWARE
CITY OF DOWNEY-COUNTY COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 4
4 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair to sign the enclosed Cooperative Agreement between the City of Downey and the County of Los Angeles, which provides for the City to perform procurement services, installation, integration, contract administration, and all other work necessary to purchase and install a new traffic signal control system software and related equipment within the City of Downey. The Agreement provides for the County to provide a not-to-exceed amount of \$300,000 toward the cost of the project by utilizing Los Angeles County Metropolitan Transportation Authority's Grant Funds and matching County funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since 1995, Public Works has administered Intelligent Transportation System (ITS) projects within various cities and the unincorporated areas. The primary system component of these projects is a traffic signal control system that allows traffic signals to be monitored and controlled from a remote location, such as a traffic management center, city hall, or a maintenance yard.

This Agreement for a traffic signal control system will provide for continuous monitoring of traffic conditions and traffic signal operations within the City of Downey and build upon the benefits achieved by the traffic signal synchronization projects currently underway by Public Works. The traffic signal control system will also provide two-way communications and control functions between the traffic signal controllers and remote workstations.

Once installed, this traffic signal control system will interface with the County's Information Exchange Network, thereby allowing for the exchange of arterial traffic data and information across jurisdictional boundaries. This information sharing will provide for implementation of arterial traffic management strategies and coordinated traffic signal operations.

To enable the work to be completed in an expeditious manner and to enable the City to assume ownership, maintenance, and appropriate warranties on software and hardware, the City of Downey has agreed to procure their agency's system, as described in Attachment A of the enclosed Agreement. Your Board's approval of the enclosed Agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

Implementation of Strategic Plan Goals

These recommendations are consistent with the County's Strategic Plan Goal of Children and Families' Well-Being, as the implementation of this project will result in reduced traffic congestion and delay, improved mobility, and reduced vehicle emissions, thus improving the overall quality of life for the residents of the County of Los Angeles.

FISCAL IMPACT/FINANCING

The cost of the project is estimated to be \$300,000 and is budgeted in the Fiscal Year 2005-06 Proposition C Local Return Fund budget. The Los Angeles County Metropolitan Transportation Authority Grant Funds in the amount of \$260,760, will reimburse part of the project.

This project will be funded by Los Angeles County Metropolitan Transportation Authority 1995 Call for Projects, Proposition C Discretionary Grant Funds for the Gateway Cities Traffic Signal Forum and Proposition C sales tax. There will be no impact to the County's general fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed Agreement, which has been executed by the City and approved as to form by County Counsel, provides for the City to perform procurement services, installation, integration, contract administration, and all other work necessary to purchase and install a new traffic signal control system software and related equipment within the City of Downey. The Agreement establishes the County contribution to the City for actual expenditures not to exceed \$300,000 toward the cost of the project by utilizing the Los Angeles County Metropolitan Transportation Authority grant funds and other County funds.

ENVIRONMENTAL DOCUMENTATION

A finding of environmental impact is not required for this Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects during the performance of the recommended services, including implementation of the proposed system.

CONCLUSION

Enclosed are two copies of the Agreement. Upon approval, please return the copy marked CITY ORIGINAL to us for further processing together with one approved copy of this letter. The copy marked COUNTY ORIGINAL is for your files.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

ROC:pc

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Enc.

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF DOWNEY a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

W I T N E S S E T H

WHEREAS, CITY desires to procure Traffic Signal Control System Software according to the scope of work as described in Attachment "A" of this AGREEMENT, which work is hereinafter referred to as "SYSTEM"; and

WHEREAS, the procurement of Traffic Signal Control System Software is consistent with the scope of work for traffic improvements within CITY pursuant to Memorandum of Understanding Number 495-246-3-92-95 between COUNTY and the Los Angeles County Metropolitan Transportation Authority (MTA); and

WHEREAS, SYSTEM is to be utilized entirely within the jurisdictional limits of CITY; and

WHEREAS, CITY is willing to administer the procurement of the SYSTEM; and

WHEREAS, the "COST OF SYSTEM" includes the costs of the procurement administration of the Traffic Signal Control System Software and Hardware, and system installation, integration and acceptance testing, and all other work and materials necessary to complete SYSTEM in accordance with the approved conceptual plan, as more fully set forth herein; and

WHEREAS, COUNTY has secured and obtained grant funds from the MTA up to a maximum of Two Hundred Sixty Thousand Seven Hundred Sixty and 00/100 Dollars (\$260,760) and will provide matching funds up to a maximum of Thirty-Nine Thousand Two Hundred Forty and 00/100 Dollars (\$39,240) to finance the COST OF SYSTEM; and

WHEREAS, COUNTY is willing to utilize the MTA grant funds and COUNTY matching funds to reimburse CITY for actual expenditures not to exceed Three Hundred Thousand and 00/100 Dollars (\$300,000) toward the COST OF SYSTEM; and

WHEREAS, CITY is willing to finance the remaining COST OF SYSTEM in excess of COUNTY's maximum contribution of Three Hundred Thousand and 00/100 Dollars (\$300,000); and

WHEREAS, the total COST OF SYSTEM is currently estimated to be Three Hundred Thousand and 00/100 Dollars (\$300,000), with MTA grant funds of Two Hundred Sixty Thousand Seven Hundred Sixty and 00/100 Dollars (\$260,760) and COUNTY matching funds of Thirty-Nine Thousand Two Hundred Forty and 00/100 Dollars (\$39,240); and

WHEREAS, such a proposal is authorized and provided for by the provisions of Section 6500 et seq. of the Government Code and Section 1680-1684 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To administer the procurement contract for SYSTEM.
- b. To finance the remaining COST OF SYSTEM that is in excess of COUNTY'S maximum contribution of Three Hundred Thousand and 00/100 Dollars (\$300,000).
- c. To prepare the necessary environmental document and make the required environmental finding.
- d. If needed, to advertise SYSTEM for bids, to inform COUNTY of the content of the bids received, to award the contract after approval by COUNTY, and to administer the procurement contract.
- e. To furnish COUNTY with information on all contract change orders, if any, for SYSTEM and obtain COUNTY'S prior approval of all such contract change orders, subject to paragraph (2) c., below.
- f. To administer the procurement and deployment of the SYSTEM in accordance with all regulations and requirements of MTA relating to the expenditure of Proposition C Local Return funds and Proposition C twenty-five percent (25%) Discretionary funds. CITY'S records for SYSTEM shall be open to inspection and subject to audit and reproduction by the COUNTY and MTA, or any of their duly authorized representatives, and shall be retained by the CITY for a period of not less than seven (7) years after final payment to contractor(s) for SYSTEM.

- g. To ensure that COUNTY and all officers and employees of COUNTY are named as additional insured parties under Contractor's General Liability and automobile insurance policies for any vendor(s) utilized by CITY for procurement of SYSTEM.
- h. To furnish COUNTY, within one hundred twenty (120) calendar days after final acceptance of SYSTEM and not later than sixty (60) calendar days prior to the funding lapsing date of the MTA grant funds, a final accounting of the actual total SYSTEM costs, including an itemization of actual unit costs and actual contract quantities; and all labor, equipment, material, consultant services, indirect, and miscellaneous costs; and other administrative and overhead costs required for CITY'S performance as specified in paragraph (1) a., above.
- i. To submit an invoice to COUNTY in the amount of Three Hundred Thousand and 00/100 Dollars (\$300,000) within 30 days of the adoption of this agreement by COUNTY, subject to paragraph (3) f., below.
- j. Upon completion of SYSTEM, to accept full and complete ownership of SYSTEM, and responsibility for SYSTEM, and to maintain in good condition and at CITY expense all parts of SYSTEM within CITY'S jurisdiction, including maintaining timing of traffic signals.

(2) COUNTY AGREES:

- a. To secure and obtain MTA grant funds to be used to finance toward COST OF SYSTEM.
- b. To deposit with CITY, following execution of this AGREEMENT and upon demand by CITY, sufficient COUNTY funds to finance COUNTY'S share of SYSTEM by utilizing MTA grant funds and COUNTY matching funds up to a maximum amount of Three Hundred Thousand and 00/100 Dollars (\$300,000), and subject to paragraph (3) c., below. Said demand will consist of billing invoices prepared by CITY. The actual COST OF SYSTEM is to be determined by a final accounting of SYSTEM COST.
- c. To review proposals, the proposed award amount for SYSTEM, and any change orders for SYSTEM and provide written approval, or other response, within twenty (20) calendar days of presentation by CITY. COUNTY'S approval may only be withheld for good reason and in good faith. If COUNTY'S response is not received within said twenty (20) calendar days, CITY may proceed with SYSTEM or change orders.

- d. To authorize CITY to represent COUNTY in all negotiations pertaining to the advertisement of SYSTEM for proposals, award, and administration of the contract, and in all things necessary and proper to complete SYSTEM.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. COUNTY'S contribution shall only pay for those eligible items of work included in the MTA'S Bus Speed Improvements Program guidelines.
- b. The "COST OF SYSTEM," as referred to in this AGREEMENT, shall consist of the costs of procurement, and the Traffic Signal Control Software and Hardware and system installation, integration and acceptance testing, and all other work and materials necessary to complete SYSTEM in accordance with the approved conceptual plan and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

The cost of "procurement," as referred to in this AGREEMENT, shall consist of all necessary work prior to advertising of SYSTEM for proposals and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.

- c. If COST OF SYSTEM, based upon the final accounting, is less than COUNTY'S payments, as set forth in paragraph (2) b., above, CITY shall refund the difference to COUNTY.
- d. During implementation of SYSTEM, CITY shall furnish an inspector or other representative to perform the functions of an inspector. COUNTY may also furnish, at no cost to CITY, a Consultant or other representative to assist in the integration of SYSTEM. COUNTY shall have no obligation to inspect SYSTEM and no liability shall be attributable as a result of COUNTY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of CITY inspector to the contractor or any other person in charge of construction shall prevail and be final, and the CITY inspector shall be responsible for the proper inspection of SYSTEM as needed.
- e. COUNTY shall not be liable for any costs for SYSTEM that does not conform to the regulations and requirements of MTA, as referred to in paragraph (1) f., above.

- f. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY'S obtaining reimbursement from the MTA pursuant to Memorandum of Understanding Number 495-246-3-92-95 between COUNTY and the MTA.
- g. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.
- h. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Desi Alvarez
Director of Public Works
City of Downey
P.O. Box 7016
Downey, CA 90241-7016

COUNTY: Mr. Donald L. Wolfe
Acting Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460.

- i. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF DOWNEY on July 26, 2005, and by the COUNTY OF LOS ANGELES on _____, 2005.

COUNTY OF LOS ANGELES

ATTEST:


VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Chair, Board of Supervisors

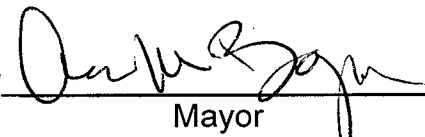
By _____
Deputy

APPROVED AS TO FORM:

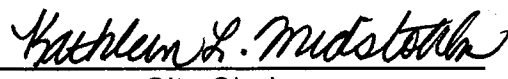
RAYMOND G. FORTNER, JR.
County Counsel

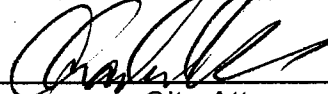
By  _____
Deputy

CITY OF DOWNEY

By  _____
Mayor
Anne M. Bayer

ATTEST:

By  _____
City Clerk
Kathleen L. Midstokke

By  _____
City Attorney
Charles S. Vose

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City of Downey
Advanced Transportation Management System (ATMS)

Scope of Work*		
	Estimated Labor Fee	Estimated Expense
System Configuration Plan		
System Configuration Plan and Installation Procedures	\$ 7,000	
Implementation and Integration		
Hardware, Firmware and 3rd Party Tools (Procured By City)		\$ 39,785.00
System Configuration in Lab	\$ 6,000	
Demonstration (Execution)	\$ 2,000	
On-Site Integration (Time and Material Task)	\$ 18,000	
System Installation for 10 intersections and 10 CCTV Cameras (Time and Material Task)	\$ 10,000	
System Acceptance Test (SAT)		
Abbreviated List of Acceptance Procedures	\$ 2,000	
Documentation		
Electronic ATMS Documentation - User's, Maintenance and Quick Start Guide	\$ 8,000	
Update System Configuration Plan	\$ 2,000	
Training		
Electronic Copies of Training Documentation	\$ 3,000	
Hands-on Training	\$ 10,000	
Support and Warranty		
1 Year Warranty	\$ 10,000	
4 Years of ATMS Software Upgrades and Software Maintenance After Warranty	\$ 60,000	
ATMS Modifications (if needed)		
Support for BI Tran 233, 2033 and LACO 4E Within Single System	\$ 22,000	
Database Creation and Partial Population - SQL Server	\$ 4,000	
UDP/IP Communication Support For LACO 4E, BI Tran 233 and 2033	\$ 16,000	
Investigation of Serial/Ethernet Converter	\$ 2,500	
Compatibility with IEN	\$ -	
Project Expenses		
Direct Expenses (computer, shipping, allocation, travel etc.)		\$ 10,000
Accounting and Administrative Costs	\$ 5,000	
External Project Management	\$ 11,000	
Internal Project Management	\$ 12,000	
QA/QC	\$ 5,000	
Travel Time	\$ 2,000	
Total Labor Estimate	\$ 217,500	
Total Expense Estimate	\$ 10,000	
Total for ATMS Labor and Expense	\$ 227,500	
Total Hardware Expenses (Procured by City)	\$ 39,785	
Total Estimate	\$ 267,285	
Contingency	32,715.00	
Grand Total	\$ 300,000	

***NOTE: For Cost Estimate Only. Actual amount for each tasks may vary.**
 version 6/2/2005

Attachment A
City of Downey - Advanced Transportation Management System (ATMS)

Scope of Work*			
		Estimated Labor Fee	Estimated Expense
System Configuration Plan			
System Configuration Plan and Installation Procedures		\$ 7,000	
Implementation and Integration			
Hardware, Firmware and 3rd Party Tools (Procured By City)			\$ 39,785.00
System Configuration in Lab		\$ 6,000	
Demonstration (Execution)		\$ 2,000	
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Update System Configuration Plan		\$ 2,000	
Training			
Electronic Copies of Training Documentation		\$ 3,000	
Hands-on Training		\$ 10,000	
Support and Warranty			
1 Year Warranty		\$ 10,000	
4 Years of ATMS Software Upgrades and Software Maintenance After Warranty		\$ 60,000	
ATMS Modifications (if needed)			
Support for BI Tran 233, 2033 and LACO 4E Within Single System		\$ 22,000	
Database Creation and Partial Population - SQL Server		\$ 4,000	
UDP/IP Communication Support For LACO 4E, BI Tran 233 and 2033		\$ 16,000	
Investigation of Serial/Ethernet Converter		\$ 2,500	
Compatibility with IEN		\$ -	
Project Expenses			
Direct Expenses (computer, shipping, allocation, travel etc.)			\$ 10,000
Accounting and Administrative Costs		\$ 5,000	
External Project Management		\$ 11,000	
Internal Project Management		\$ 12,000	
QA/QC		\$ 5,000	
Travel Time		\$ 2,000	
	Total Labor Estimate	\$ 217,500	
	Total Expense Estimate	\$ 10,000	
	Total for ATMS Labor and Expense	\$ 227,500	
	Total Hardware Expenses (Procured by City)	\$ 39,785	
	Total Estimate	\$ 267,285	
	Contingency	32,715.00	
	Grand Total	\$ 300,000	

***NOTE: For Cost Estimate Only. Actual amount for each tasks may vary.**